

Exhibit A

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IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT IN AND FOR MIAMI-
DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO: 14-02090 CA 01

SARA JAYNE COLOMBO KENNEDY

Plaintiffs,

vs.

GLASSWALL, LLC, WESTCHESTER
FIRE INSURANCE COMPANY,
MONADNOCK CONSTRUCTION, INC.,
HPS 50th AVENUE ASSOCIATES LLC., and
HPS BORDEN AVENUE ASSOCIATES LLC

Defendants.

JOINT STIPULATION OF ALL PARTIES FOR STAY OF CASE

Plaintiff, Sara Jayne Colombo, and Defendants, Glasswall, LLC, Westchester Fire Insurance Company, Mondanock Construction, Inc., HPS 50th Avenue Associates, LLC and HPS Borden Avenue Associates, LLC (collectively "Defendants"),¹ hereby file this joint stipulation requesting that this case be stayed in its entirety pending completion or termination of certain underlying contracts as set forth more specifically below. As grounds, the parties state as follows:

1. Glasswall, LLC ("Glasswall") and Monadnock Construction, Inc. ("Monadnock") entered into two agreements (the "HPS Contracts") pursuant to which Glasswall was to furnish

¹ Through the filing of this Stipulation, Defendants do not consent to this Court's jurisdiction and preserve all jurisdictional and procedural grounds for dismissal stated in the motions pending before the Court. Defendants make this limited appearance for the purpose of seeking a stay of this case in the manner stated below.

and deliver, *inter alia*, certain window assemblies for projects owned by HPS 50th Avenue Associates LLC and HPS Borden Avenue Associates LLC (collectively “HPS”).

2. Westchester Fire Insurance Company (“Westchester”) executed performance and payment bonds (the “Bonds”) in connection with the HPS Contracts. Plaintiff, along with her husband Ugo Colombo and Glasswall (collectively “Indemnitors”), are Westchester’s indemnitors for the Bonds under the Agreement of Indemnity dated February 1, 2013 (the “Indemnity Agreement”).

3. As the Court is aware, disputes arose between the parties relating to the HPS Contracts, the Bonds, and the Indemnity Agreement. Rather than continuing to litigate these disputes, the parties have entered into an agreement (“Agreement”) setting forth the terms and conditions upon which Glasswall will continue the performance of the HPS Contracts. In connection with same, the parties have agreed in paragraph 9 of their Agreement as follows:

All claims by and/or among Glasswall, the Indemnitors, Monadnock, HPS and WFIC [Westchester] relating to the [HPS] Contracts, Bonds, Indemnity Agreements or actions of the parties thereto, including but not limited to the Glasswall/Indemnitor Claims and the Monadnock Claims and those asserted or that could have been asserted in the Florida Actions and the New York Action will be deferred until completion of the [HPS] Contracts or a termination thereof in accordance with the terms of the [HPS] Contracts (as modified herein), whichever shall occur sooner. All proceedings in the Florida Actions and the New York Action shall be stayed without prejudice to all parties’ procedural and substantive rights and all periods of time relating to any procedural or substantive, right, defense, claim or procedure are tolled as of the date of the Agreement among the parties.

4. Accordingly, the parties respectfully request that all proceedings in this action be stayed without prejudice to all parties’ procedural and substantive rights and that all periods of time relating to any procedural or substantive right, defense, claim or procedure be tolled as of April 4, 2014, the date of the parties’ Agreement.

5. The parties also respectfully ask that the requested stay of proceedings and tolling of the parties’ procedural and substantive rights automatically terminate thirty (30) days

following the filing with the Court of a notice by any party to this action stating that the HPS Contracts have been completed or that a termination in accordance with the HPS Contracts has occurred.

WHEREFORE, the parties respectfully request that this Court enter an Order (1) staying all proceedings in this action without prejudice to all parties' procedural and substantive rights; (2) providing that all periods of time relating to any procedural or substantive right, defense, claim or procedure are tolled as of April 4, 2014; and (3) providing that this stay of the proceedings and tolling of the procedural and substantive rights of the parties shall automatically terminate thirty (30) days following the filing with the Court of a notice by any party to this action stating that the HPS Contracts have been completed or that a termination in accordance with the HPS Contracts has occurred. For the Court's convenience, the parties' proposed Order is attached hereto.

Respectfully submitted,

Raquel Fernandez, Esquire Cozen O'Connor 200 S. Biscayne Blvd., Suite 4410 Miami, Florida 33131 <i>Counsel for Westchester</i> By: <u> /s/ Raquel Fernandez </u> Raquel Fernandez, Esquire	Joel S. Magolnick, Esquire Marko & Magolnick, P.A. 3001 S. W. 3 Avenue Miami, Florida 33129 <i>Counsel for Plaintiff</i> By <u> /s/ Joel S. Magolnick </u> Joel S. Magolnick, Esquire
Jason B. Giller, Esquire Jason B. Giller, P.A. 701 Brickell Avenue 24 th Floor Miami, Fl. 33131 <i>Counsel for Glasswall</i> By <u> /s/ Jason B. Giller </u> Jason B. Giller, Esquire	John A. Moore, Esquire Jonathan C. Brown, Esquire Pathman Lewis, LLP One Biscayne Tower, Suite 2400 2 South Biscayne Blvd. Miami, Fl 33131. <i>Counsel for HPS and Mondanock</i> By <u> /s/ John A. Moore </u> John A. Moore, Esquire

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the above and foregoing was served this 8th day of May 2014 via the Court's E-Filing Portal to Joel S. Magolnick, Esquire, counsel for Plaintiff, Magolnick@mm-pa.com, Marko & Magolnick, P.A., 3001 S. W. 3 Avenue, Miami, Fl. 33129 and Jason B. Giller, Esquire, counsel for Glasswall, LLC, jason@gillerpa.com, Jason B. Giller, P.A., 701 Brickell Ave., 24th Floor, Miami, FL 33131, and John Moore, Esq., jmoore@pathmanlewis.com and Jonathan Brown, Esq., jbrown@pathmanlewis.com, counsel for HPS 50th Avenue Associates, LLC, HPS Borden Avenue Associates, LLC, and Monadnock Construction, Inc., One Biscayne Tower, Suite 2400, 2 South Biscayne Boulevard, Miami, FL 33131.

/s/ Raquel Fernandez